Mytime Active Terms and Conditions

Find our terms & conditions for the following below:

- Golf & Leisure Membership terms & conditions (sections 1-22)
- Golf & Leisure Booking terms & conditions (section 23)
- In-store credit terms & conditions (section 24)

1 MYTIME ACTIVE GOLF & LEISURE MEMBERSHIPS.

1.1 Mytime Active is a company limited by guarantee and registered charity.

1.2 It is registered In England and Wales. Its registered office address is High Elms Golf Course, High Elms Rd, Downe, Orpington, BR6 7JL. Its company registration number is 04809606. Its charity registration number is 1102460. Its VAT registration is 830762534.

2 GOLF & LEISURE FACILITIES

2.1 Mytime Active owns, manages and/or operates a number of Golf & leisure facilities ('Golf & Leisure Facilities').

2.2 The number of Golf & Leisure Facilities and range of activities at each Golf & Leisure Facility varies and may change from time to time during a membership period.

2.3 Mytime Active shall take reasonable steps to notify all users of the Golf & Leisure Facilities in advance of any such changes as provided for in these Terms and Conditions.

2.4 The use of camera, video photography or mobile phones is strictly prohibited at all times within any facility.

3 APPLICATION OF TERMS AND CONDITIONS

3.1 These terms and conditions ('Terms and Conditions') shall apply to all members of Mytime Active's Golf & Leisure Facilities.

3.2 Mytime Active reserve the right to change these Terms and Conditions from time to time. The may be made to reflect changes to any relevant laws or regulatory requirements. If Mytime Active make more significant changes to these terms, we will use reasonable endeavours to notify you of the changes and when they take effect, as well as our reasons for making them.

4 ACCEPTANCE OF MEMBERSHIP

4.1 An individual wishing to become a member of all or any of the Golf and/or Leisure Facilities shall complete a Membership Application. Mytime Active reserves the right to verify or require proof of all information given in order to obtain membership.

4.2 Any fraudulent or wrongful information provided could result in cancellation of membership and all membership rights, and the repayment of all monies due to Mytime Active.

4.3 Please be advised that all Mytime Active memberships require a digital photograph to be taken by Mytime Active. This will be uploaded to the member's account as proof of identity and to ensure correct eligibility. If the correct proof is not produced within 14 days, we reserve the right to transfer the membership to a relevant rate.

4.4 GOLF ONLY To ensure fairness and sustainability across all locations, members with multi-site membership are required to play a minimum of 40% of their total rounds in the region you signed up in

4.5 A membership card shall be issued by Mytime Active to all members. The membership card shall remain the property of Mytime Active. Membership cards must only be used by the registered member and be shown on entry to a Mytime Active Facility. Mytime reserves the right to cancel forthwith no refund of membership if it is found that a member has used their membership card fraudulently. Mytime Active may charge for replacement cards where membership cards have been lost or damaged.

The membership cannot be assigned or transferred to another person. In exceptional circumstances a transfer request can be considered with supporting evidence.

By accepting a membership:

4.5.1 this shall constitute a legally binding agreement between the member and Mytime Active. The member hereby agrees also to be bound by these Terms and Conditions and by any rules, bylaws and regulations of all or any of our Golf and/or Leisure Facilities which are in force at the time and as notified to the member by Mytime Active.

4.5.2 completion of the Members personal details implies acceptance of the provisions contained within the UK General Data Protection Regulation 2018 and Data Use and Access Act 2025.

5 CANCELLATION OF MEMBERSHIP

5.1 The member has the right to cancel this agreement after the receipt of one full month's payment.

5.2 Member join date 21st to 31st of the month. The first full month's payment will be taken at point of sale (with the current month's pro-rata).

5.3 A member has the right to end this agreement within fourteen (14) days of the date of the Application Form, by submitting a written request to their home leisure centre or golf site. If the Member cancels within this period, the company shall refund in full the appropriate fee. In no other circumstances will fees be refunded by the Company.

5.4 If after this initial fourteen-day term a member opts to cancel their membership a written request must be received:

- **5.4.1** before the 16th of the month, then there shall be nothing more to pay and membership shall terminate at the end of that month.(Subject to the minimum term in 5.1)
- **5.4.2** after the 16th of the month, then the member shall be liable to pay the direct debit fee in the following month with termination of membership effective from the end of that month. (Subject to the minimum term in 5.1)
- **5.4.3** If Mytime Active is unable to collect the direct debit fee on the due date the membership shall be 'frozen' and no access shall be allowed until the due fees are paid.
- **5.4.4** Mytime Active will attempt to take one more payment, after which the membership will be terminated. Outstanding payments will need to be cleared in order to restart a membership.

5.5 GOLF ONLY The Direct Debit Contract will start from the date of the First Direct Debit Payment. If you wish to terminate your Direct Debit Membership, you must do so in writing to the venue at which you joined. Terminations will be subject to a single Cancellation Fee equivalent to two monthly payments, where membership is cancelled within 12 months from the First Direct Debit Payment Date.

6 MEMBERSHIP CATEGORIES

6.1 All categories of membership shall be subject to these Terms and Conditions and to the rules, bylaws and regulations of all or any of all or any of the Golf & Leisure Facilities which are in force at the time as notified to the member by Mytime Active.

6.2 Member's selecting the Advanced membership option shall agree to be a member until the end of the specified membership term. Advanced members have a fourteen (14) day money back guarantee. If the membership is cancelled within this time period, the Company shall refund in full the appropriate membership fee. After this initial period advance memberships are non-refundable.

7 JUNIOR

7.1 Junior members shall be required to transfer their membership to a suitable product on the date of their 16th birthday. No benefits specifically applicable to members under 16 years old shall be transferred at time of or after the members 16th birthday. The membership will automatically transfer to the next age relevant membership-unless they advise by the 14th of the month.

8 PRIMETIME

8.1 Prime members shall be required to transfer their membership to a suitable product on the date of their 67th birthday. No benefits specifically applicable to members over 67 years old shall be transferred until after the members 67th birthday and only upon receipt of proof of eligibility from the member.

9 FRIENDS & FAMILY

9.1 A minimum of three (3) linked members are required to apply for a Friends and Family membership. Additional members can be added on at anytime by completing a membership Conversion Form and making an initial payment. The conversion form must be completed by the Primary member.

9.2 Should linked members on a Friends and Family membership fall below three (3) then the remaining members will revert back to the standard membership rate. (Adult Standard, Junior Standard, Prime Standard, or Young Adult Membership)

9.3 Any such price changes will automatically be communicated in writing to members.

9.4 Written Requests from linked members to suspend or remove themselves from the membership will automatically be communicated in writing to the Primary member.

9.5 Friends and Family memberships can only be processed through one bank account and therefore only one direct debit mandate should be completed.

10 INITIAL, ANNUAL AND MONTHLY MEMBERSHIP PAYMENTS

10.1 GOLF ONLY

10.1.1 The Direct Debit Contract will start from the date of the First Direct Debit Payment. If you wish to terminate your Direct Debit Membership, you must do so in writing to the venue at which you joined. Terminations will be subject to a single Cancellation Fee equivalent to two monthly payments, where membership is cancelled within 12 months from the First Direct Debit Payment Date.

10.1.2 Annual Advanced Memberships will last for 12 months from the date of purchase and are non-fundable.

10.2 LEISURE ONLY

10.2.1 The Direct Debit Contract will start from the date of the First Direct Debit Payment. If you wish to terminate your Direct Debit Membership, you must do so in writing to the venue at which you joined (see section 5).

10.2.2 Annual Advanced Memberships will last for 12 months from the date of purchase.

10.3 GOLF AND LEISURE

10.3.1 All members shall pay all membership fees irrespective of actual usage of the Golf & Leisure facilities. For the avoidance of doubt, membership fees shall not be refunded if a member chooses not to use all or any of our facilities.

10.3.2 If a member joins before the 16th of the month, the member shall pay a proportion of the first month's fee with the direct debit fee commencing on the first day of the following month. If a member joins after the 16th of the month, the member shall pay a proportional fee of the remaining month plus the entire following month (i.e up to 7 weeks). The direct debit fee shall commence on the first day of the subsequent month.

10.3.3 All monthly payments shall be paid by direct debit and are payable in advance.

10.3.4 Membership prices are reviewed from time to time. Mytime Active shall notify members of any such changes at least ten (10) working days in advance

12 SUSPENSION OF MEMBERSHIP

12.1 The member has the right to suspend their membership after the receipt of one full month's payment.

12.2 Members are permitted to place their membership on hold free of charge by completing a Suspension request at a Mytime Active Golf and/or Leisure Centre. All suspensions must be full calendar months.

12.3 Suspension requests must be completed no later than the 14th of the month prior to the month suspension starts.

12.4 The minimum length of a suspension is one-month (1) and maximum length is three (3) months. Three months is the maximum amount of time a membership can be suspended in a calendar year. At the end of the suspension period the membership will automatically be 'unsuspended' and the direct debit will resume.

12.2 LEISURE ONLY

12.2.1 If for medical reasons the member requires longer than 3 months, this can be 'considered' with appropriate and relevant medical evidence. The maximum suspension period under these circumstances would be six months (6).

12.3 GOLF ONLY

12.3.1 Members on Golf memberships are only permitted to suspend their membership with a certified medical reason (at the discretion of the company).

12.3.2 The minimum length of a suspension for a Golf member is 1 month and the maximum length is 3 months.

13 EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY MYTIME ACTIVE

13.1 Mytime Active may expel members or may terminate the membership of any member without notice and with immediate effect if

13.1.1the member conduct, whether or not such conduct is the subject of complaint by another member or group of members, is such that in the reasonable opinion of Mytime Active, it may be injurious to the character, name or interests of the Mytime Active and/or all or any of the Golf & Leisure Facilities or is such that it renders the member unfit to associate with other members of all or any of the Golf & Leisure Facilities;

13.1.2 if the members have committed any breach of these Terms and Conditions or the rules, bylaws and regulation of all or any of the Leisure Facilities as in force from time to; or

13.1.3 by notice in writing if any part of the annual, or monthly membership charge which is due and payable remain unpaid five(5) days after the due date for payment.

13.2 A member, whose membership is terminated by Mytime Active, shall forfeit all the privileges of membership with immediate effect without an entitlement to any claim for any refund of their annual membership fee on termination of their membership card.

14 CHANGES TO MEMBERSHIP CATEGORIES

14.1 Mytime Active shall give not less than 10 days prior notice including by email to all members if Mytime Active shall discontinue any of its membership categories and/or schemes.

15 ACCESSING LEISURE & GOLF FACILITIES

15.1 Members are entitled to advance booking rights. Golf registered members have 10 days and subscribed members14 days. Leisure registered members have 5 days and subscribed members have10 days.

15.2 Members are required to pay for all activities outside of their membership category and must have a valid ticket for use.

15.3 Any activity not cancelled with 4 hours notice or not attended will not be refunded or credited (non-registered or registered members)

15.4 Subscribed Members who do not register their attendance for a pre-booked class or cancel without giving 4 hours' notice, will be issued with a non-attendance strike.

15.5 If three non-attendance strikes are received over a rolling 28 day period, a 10 day suspension of advance booking privileges will be applied. Further advanced bookings

cannot be made until the end of the suspension, however this will not disrupt access to other services.

15.6 Raquet sports - Mytime Active do not allow bookers to sublet courts to the public or third parties. If we suspect this is happening, we will cancel the booking with immediate effect. Each customer will be able to book a maximum of two sessions per day for a maximum of four (Badminton) or two (Squash) players per booking.

15.7 Mytime Active reserves the right to make reasonable alterations to the range of activities provided at each Golf & Leisure Facility without notice and Mytime Active shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance and improvements

16 CHANGES TO OPENING HOURS

16.1 The facilities normal opening hours are available from Mytime Active on request. Such hours may be extended or reduced at the absolute discretion of Mytime Active with or without any prior notice being given to members. Mytime Active shall take all reasonable steps to give members reasonable notice of change to such hours.

16.2 On occasions when necessary maintenance is required, the Golf and/or Leisure Facilities may be closed, for which members shall be given at least 10 days notice of any such closure.

16.3 On occasions when emergency repairs or maintenance is required, the Golf & Leisure Facilities may be closed with immediate effect, without notice.

16.4 Playability of the course may be affected by adverse weather, including but not limited to rain, wind, frost, flooding, or extreme temperatures. No refunds, credits, or rescheduling will be offered in the event that adverse weather conditions impact the condition or playability of the course.

16.5 Peak and off-peak (Monday – Friday) membership apply to various Golf & Leisure facilities, hours and activities may vary per Golf & Leisure Facility.

17 ASSIGNMENT CLAUSE

17.1 Mytime Active may assign the benefit of these terms and conditions of membership to a third party on a similar terms and conditions without notice being served upon the to that effect.

18 PHYSICAL HEALTH OF A LEISURE MEMBER

18.1 The member warrants and represents that they are in good health and are not knowingly incapable of engaging in either active or passive physical exercise. The member further warrants that such exercise would not be detrimental in any way to their mental or physical health, comfort, condition and/or wellbeing.

18.2 Members must ensure that they are competent prior to using health and fitness and other equipment at any of the Leisure Facilities including any new health and fitness and other equipment introduced during the membership period.

18.2.1 At the point of joining, the member shall request to complete an induction to ensure competency using health and fitness and other equipment at any of the Leisure Facilities.

18.2.2 There shall be an opportunity for the member to waive their right to complete this induction and accept personal responsibility for the competency and health condition.

18.2.3 Mytime Active staffs are available upon request to familiarise members before use of any new health and fitness or other equipment at all or any of the Leisure Centres which may be introduced during the membership period.

19 LIMITATIONS OF LIABILITY

19.1 The member acknowledges that Mytime Active's obligations and liabilities in respect of the Golf & Leisure Facilities are exhaustively defined in these Terms and Conditions.

19.2 The member is entirely responsible for the consequences of any use of all or any of the Golf & Leisure Facilities and associated equipment. Mytime Active shall not be liable for any direct, indirect or consequential loss damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.

20 PRIVACY AND DATA PROTECTION POLICY OF MYTIME ACTIVE

20.1 In accordance with the UK General Data Protection Regulation 2018, Mytime Active will ensure that personal data is processed lawfully, fairly and transparently. Data will be collected for specified, explicit and legitimate purposes and not processed in a manner incompatible with those purposes. The personal data that we hold will be accurate and where necessary be kept up to date. Mytime Active will not pass your personal data on to any third parties except where processing by a third party is necessary for the performance of a task or a contract. For further details about our privacy policy, please visit us at www.mytimeactive.co.uk/privacy-policy

21 GOVERNING LAW AND JURISDICTION OF THE COURTS

21.1 This agreement shall be governed by and construed with English Law and the parties agree to submit any disputes to the exclusive jurisdiction of the English Courts.

22 THE DIRECT DEBIT GUARANTEE

22.1 This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

22.2 If there are any changes to the amount, date or frequency of your Direct Debit Mytime Active will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Mytime Active to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

22.3 If an error is made in the payment of your Direct Debit, by Mytime Active or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

22.4 If you receive a refund you are not entitled to, you must pay it back when Mytime Active asks you to

22.5 You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

23 BOOKING CONDITIONS

23.1 Full payment must be taken in advance for any product or service to ensure that the booking is secured.

23.2 No credits or refunds will be given for cancelled or rescheduled bookings by the customer.

23.3 Bookings can be moved without penalty with more than 4 hours' notice.

23.4 Bookings are non-refundable.

23.5 Pre-paid booking will be credited to an alternative date if the course or service is closed or not delivered by Mytime Active.

23.6 Bowling and Golf Buggies must be paid in full at the point of booking. Refunds will not be given for non-attendance.

24 INSTORE CREDIT TERMS AND CONDITIONS

24.1 From 07.09.26 instore credit (also known as cashless credit or levy card) is being discontinued. It will no longer be possible to purchase or top up credit for use in our leisure centres and golf courses.

24.2 Existing instore credit can only be used at Mytime Active facilities in accordance with the following expiry periods.

24.3 Instore Credit balances are valid for a period of 18 months from the date of purchase inhouse or last top-up, after which they expire automatically. Instore credit gifted by Mytime Active to a member, is valid for a period of 3 months, after which they expire automatically.

24.4 Instore Credit balances cannot be used after the expiry date and any balance remaining upon expiry will be lost. We have no obligation to remind or inform you of an Instore Credit expiry date and it is your sole responsibility to ensure that any balance is used in full prior to expiry. If our facilities are closed for 30 days or more and it is not possible to use Instore Credit before the expiry date, we will extend the expiry date accordingly.

24.5 Instore Credit balances can be checked at any time at site.

24.6 Instore Credit balances may not be exchanged for cash. No change will be given when payment is made using Instore Credit.

24.5 Instore Credit balances are not transferable or refundable. If you are entitled to a refund for products purchased using Instore Credit, this will be issued as credit to your Instore Credit balance. This does not affect your statutory rights.

24.6 The rules regarding the purchasing of alcohol for under 18s still apply when using Instore Credit.

24.7 Mytime Active does not take responsibility for lost or stolen membership cards, or for any use of Instore Credit associated with them. Please contact Mytime Active as soon as you become aware of a lost or stolen card.

24.8 Mytime Active reserves the right to run promotions related to Instore Credit. Specific campaign terms and conditions will apply at the time of promotion. Discounts may differ depending on the membership category held by the customer.

24.9 These Instore Credit terms and conditions are subject to and form part of Mytime Active's general membership terms and conditions and may be varied from time to time with written notice.